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with subsequent purchasers, called their attention to it and described it, and offered to drive in if they wanted to see it, but the purchasers declined, as it was late, and they had not the time; their interest in the property being subsequently aroused by other persons.

Sims, J., dissenting.

[Ed. Note.—For other cases, see 2 Va.-W. Va. Enc. Dig. 639.]

Error to Circuit Court, Nottoway County.

Action by the Realty Company of Virginia, Incorporated, against J. W. Burcum. Judgment for defendant, and plaintiff brings error. Affirmed.

Henry E. Lee, of Crewe, and *W. Moncure Gravatt*, of Blackstone, for plaintiff in error.

H. H. Watson, of Crewe, for defendant in error.

FORD v. STREET et al.

March 17, 1921.

[106 S. E. 379.]

1. Specific Performance (§ 30*)—Contract Held Not Unenforceable for Uncertainty as to Amount Payable.—Where building on land was destroyed by fire after option to sell land for \$10,000 had been given, a contract entered into between the parties after they thought they had ascertained that insurance to the amount of \$8,000 was due, providing for sale of the land for the sum of \$10,000, payable \$100 cash, * * * \$8,000 payable by and when the insurance is collected for the fire which destroyed the residence, * * * the remainder of the \$10,000 not paid by the insurance company," on delivery of deed on specified date, held specifically enforceable as against the objection of uncertainty as to the amount payable, though there was \$9,000 instead of \$8,000 of insurance due, the contract not requiring purchaser to pay merely the difference between \$10,000 and the amount of insurance paid, regardless of the amount thereof, but to pay approximately \$2,000 for the vacant lot which was the subject of the contract.

[Ed. Note.—For other cases, see 12 Va.-W. Va. Enc. Dig. 491.]

2. Dower (§ 10*)—No Right of Dower in Proceeds of Insurance Policy on Buildings on Husband's Land.—Wife has no contingent right of dower in the proceeds of insurance policy on buildings on husband's land.

3. Insurance (§ 2*)—"Fire Insurance Policy" Defined.—A "fire insurance policy" is a contract of indemnity whereby the assurer indemnifies the assured against certain loss on account of his interest in the property if destroyed by fire.

[Ed. Note.—For other cases, see 7 Va.-W. Va. Enc. Dig. 772.]

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

4. Specific Performance (§ 10 (2)*)—When Husband's Contract to Sell Land without Joinder of Wife Will Be Specifically Enforced.—Husband's contract to sell his land will be specifically enforced, notwithstanding failure of wife to join therein, where purchaser is willing to accept deed without the wife's relinquishment of her contingent right of dower, and asks no abatement in the purchase price.

[Ed. Note.—For other cases, see 12 Va.-W. Va. Enc. Dig. 525.]

5. Vendor and Purchaser (§ 153*)—Agreement to Deliver "Good and Sufficient Deed of Conveyance" Requires Execution of General Warranty Deed.—Contract requiring vendor to execute and deliver a "good and sufficient deed of conveyance" held to require execution of a general warranty deed.

[Ed. Note.—For other cases, see 3 Va.-W. Va. Enc. Dig. 756.]

6. Vendor and Purchaser (§ 153*)—Vendor Considered as Contracting for General Warranty Deed, unless Contrary Is Shown.—On agreement for sale of land the vendor must be considered as contracting for a general warranty deed, unless the contrary is clearly shown.

[Ed. Note.—For other cases, see 3 Va.-W. Va. Enc. Dig. 756.]

Appeal from Circuit Court, Nottoway County.

Suit by J. A. Street against Culvin Ford and others. Decree for plaintiff, and named defendant appeals. Affirmed as amended.

W. Moncure Gravatt and *L. E. Epes*, both of Blackstone, for appellant.

H. H. Watson, of Creive, and *T. F. Epes*, of Blackstone, for appellees.

SURRY LUMBER CO. *v.* WELLONS et al.

March 17, 1921.

[106 S. E. 382.]

1. Equity (§ 51 (1)*)—Possible Future Litigation Not Ground for Jurisdiction to Construe Deed.—A grantee under a timber deed cannot confer jurisdiction in equity to construe the deed by allegations as to future litigation, which may flow from complainant's exercise of his rights thereunder.

[Ed. Note.—For other cases, see 8 Va.-W. Va. Enc. Dig. 871.]

2. Equity (§ 17*)—Equity Will Not Construe a Deed Merely to Determine Legal Rights of Parties.—A court of equity will not undertake to construe a will merely for the purpose of determining the legal rights of the parties.

[Ed. Note.—For other cases, see 8 Va.-W. Va. Enc. Dig. 871.]

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.